

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Judy Hutar

Civil No. 15-2100 MJD/JJK

Plaintiff,

v.

Capital One Financial Corporation,  
d/b/a Capital One, Fifth Third Bank,  
Wells Fargo Bank N.A., Inc., d/b/a  
Wells Fargo Dealer Services, JPMorgan  
Chase Bank, Regional Acceptance  
Corporation, City & County Credit  
Union, Exeter Finance Corporation and  
Wilcox Automotive, LLC,

**ORDER  
ON CO-DEFENDANT  
MOTIONS FOR JUDGMENT  
ON THE PLEADINGS**

Defendants.

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Exeter Finance Corp.,

Cross-Claimant,

v.

Wilcox Automotive, LLC,

Cross-Defendant.

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Steven R. Kluz, Esq., Stoel Rives LLP, counsel for Cross-Claimant Exeter Finance, Corp.

Gregory J. Johnson, Esq., G Johnson Law PLLC, counsel for Cross-Defendant Wilcox Automotive, LLC.

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The above-entitled matter came before the Court upon the Report and Recommendation of United States Magistrate Judge Jeffrey J. Keyes dated April 4, 2016. Defendant Wilcox Automotive, LLC ("Wilcox") objects to the Magistrate Judge's finding that the relevant Indemnity Agreement obligated Wilcox to indemnify Cross-Claimant Exeter Finance Corp. ("Exeter") against the causes of action alleged by Plaintiff against Exeter, and that Wilcox was obligated to pay Exeter attorney's fees in the amount of \$7,145.50.

Pursuant to statute, the Court has conducted a de novo review upon the record. 28 U.S.C. § 636(b)(1); Local Rule 72.2(b). Based upon that review, the Court will ADOPT the Report and Recommendation in its entirety.

**IT IS HEREBY ORDERED** that:

1. Cross-Claimant Exeter's motion for judgment on the pleadings (Doc. No. 83) is **GRANTED**, and Wilcox is **hereby ordered** to indemnify Exeter in the amount of \$7,145.50 in attorney's fees; and

2. Cross-Defendant Wilcox's motion for judgment on the pleadings  
(Doc. No. 91) is **DENIED**.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Date: May 16, 2016

s/ Michael J. Davis

Michael J. Davis  
United States District Court